

# **EXHIBIT “A”**

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Attorneys for Plaintiffs, Antonio Popola and Erin Popola, his wife

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ANTONIO POPOLA and	:	SUPERIOR COURT OF NEW JERSEY
ERIN POPOLA, his wife	:	MIDDLESEX COUNTY
Plaintiffs	:	LAW DIVISION
	:	DOCKET NO: MID-L-000303-22
v.	:	CIVIL ACTION

AMAZON.COM, INC. and/or	:
AMAZON.COM, LLC and/or	:
AMAZON.COM and/or AMAZON and/or	:
AMAZON.COM SERVICES, LLC and/or	:
AMAZON.COM SERVICES, INC.,	:
and/or AMAZON FULFILLMENT	:
CENTER and/or AMAZON DELIVERY	:
PARTNERS, INC., and/or	:
AMAZON SERVICES, LLC and/or	:
AMAZON LOGISTICS and/or	:
ERIN GODFREY-RICHARDSON	:
and/or, EAN HOLDINGS, LLC, and/or	:
TL TRANSPORTATION, LLC,	:
'JOHN DOES 1-2',	:
and/or "ABC CORPORATIONS 1-5"	:
and/or "DEF CORPORATIONS 1-5"	:
(these names being fictitious as true	:
identities are unknown)	:

Defendants

SUMMONS

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FROM THE STATE OF NEW JERSEY  
TO THE DEFENDANT(S) NAMED ABOVE:

Erin Godfrey-Richardson  
c/o EAN Holdings, LLC  
and EAN Holdings, LLC

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

The address for the Deputy Clerk of Middlesex County is:

Superior Court  
Attn: Law Division  
Middlesex County Courthouse, 2nd Floor Tower  
56 Paterson Street  
P.O. Box 2633  
New Brunswick, NJ 08903-2633  
(732) 519-3728

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).

*Michelle M. Smith*

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Clerk of the Superior Court

Name of defendants to be served:

Erin Godfrey-Richardson  
EAN Holdings, LLC

Address for service: 140002 E. 21<sup>st</sup> Street  
Tulsa, Oklahoma 74134-1424

Attorney of Record: James M. Curran, Esq.  
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 and/or AMAZON FULFILLMENT :  
 CENTER and/or AMAZON DELIVERY :  
 PARTNERS, INC., and/or :  
 AMAZON SERVICES, LLC and/or :  
 AMAZON LOGISTICS and/or :  
 ERIN GODFREY RICHARDSON :  
 and/or, EAN HOLDINGS, LLC, and/or :  
 TL TRANSPORTATION, LLC, :  
 'JOHN DOES 1-2', :  
 and/or "ABC CORPORATIONS 1-5" :  
 and/or "DEF CORPORATIONS 1-5" :  
 (these names being fictitious as true :  
 identities are unknown)

Defendants

**FIRST AMENDED  
 COMPLAINT AND JURY DEMAND**

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Plaintiff, Antonio Popola and Erin Popola, his wife, residing at 5 Center Lane, in the Township of East Brunswick, County of Middlesex and State of New Jersey, complaining against defendant(s) herein say:

**FIRST COUNT**

1. On or about February 3, 2020, plaintiff, Antonio Popola, was a passenger in a vehicle being operated by his wife, Erin Popola, which vehicle was proceeding in a northerly direction on Farms Road, approaching the intersection with Hilltop Boulevard, Township of East Brunswick, County of Middlesex, and State of New Jersey.

2. At the same time and place aforesaid, the defendant(s), Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" (this name being fictitious as true identity is unknown) (hereinafter referred to as "John Doe #1"), and/or "ABC Corporations #1-5" (this name being fictitious as true identity is unknown) (hereinafter referred to "ABC Corporations #1-5") and/or "DEF Corporations 1-5" (this name being fictitious as true identity is unknown) (hereinafter referred to "DEF Corporations #1-5") was (were) the owner(s) and/or lessors, lessees and/or otherwise in control of a certain truck which was being operated by his/its agent, servant and/or employee defendant, Erin Godfrey-Richardson and/or "John Doe #2" (this name being fictitious as true identity is unknown) (hereinafter referred to as "Jane Doe #2"), which truck was proceeding from westbound on Hilltop Boulevard approaching the intersection with Farms Road, in the Township of East Brunswick, County of Middlesex and State of New Jersey; failed to observe the stop sign and struck the vehicle in which plaintiff was a passenger.

3. At the time and place aforesaid, the defendant(s) individually were careless, reckless and/or negligent in the operation of the aforementioned truck and/or caused the truck to be operated

in such a manner as to cause the truck to strike the plaintiff's vehicle on the right side, causing the plaintiff's vehicle to roll over.

7        4. As a result of the aforesaid negligence of the defendant(s), plaintiff, Antonio Popola, sustained severe personal injuries and other divers damages.

5. The injuries sustained by the plaintiff exceed the applicable threshold limit.

WHEREFORE, plaintiff demands judgment against defendant(s) jointly, severally or in the alternative for damages and costs of suit including:

- a. Compensatory damages, trebled;
- b. Punitive damages;
- c. Attorneys' fees;
- d. Costs of suit incurred; and
- e. Such other relief as the Court may deem just and adequate

#### **SECOND COUNT**

1.        Plaintiffs hereby repeat and reiterate each and every allegation of the previous count as if the same were set forth herein at length.

2.        On or about February 3, 2020, the defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" (this name being fictitious as true identity is unknown) (hereinafter referred to as "John Doe #1"), and/or "ABC Corporations #1-5" (this name being fictitious as true identity is unknown) (hereinafter referred to "ABC Corporations #1-5") and/or "DEF Corporations 1-5" (this name being fictitious as true identity is unknown) (hereinafter referred to "DEF Corporations #1-5") was/were the owners, lessors, lessees and/or were otherwise

in control of the truck operated by defendant Erin Godfrey-Richardson or "John Doe #2". Defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" (this name being fictitious as true identity is unknown) (hereinafter referred to as "John Doe #1"), and/or "ABC Corporations #1-5" (this name being fictitious as true identity is unknown) (hereinafter referred to "ABC Corporations #1-5") and/or "DEF Corporations 1-5" (this name being fictitious as true identity is unknown) (hereinafter referred to "DEF Corporations #1-5") leased, granted and/or entrusted the operation of said motor vehicle to the defendant, Erin Godfrey-Richardson and/or "John Doe #2".

3. On or about February 3, 2020, the defendant Erin Godfrey-Richardson or "John Doe #2" operated the aforescribed truck in such a careless, reckless and negligent manner as described in the First Count, thereby striking the motor vehicle occupied by the plaintiff, Antonio Popola, causing him to sustain and suffer the injuries and other damages hereinafter alleged.

4. Upon information and belief and at all times hereinafter mentioned, the defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" and/or "ABC Corporations #1-5" and/or "DEF Corporations 1-5" through its/their actions and/or inactions, negligently enabled the defendant Erin Godfrey-Richardson or "John Doe #2" to obtain the use of the leased and/or owned motor vehicle and was otherwise negligent in that it/they knew or

reasonably should have known that the defendant was an individual who had repeatedly improperly operated motor vehicles.

5. Upon information and belief and at all times hereinafter mentioned, the defendants, Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" and/or "ABC Corporations #1-5" and/or "DEF Corporations 1-5" or any of them, acted with negligent and reckless disregard of the safety of the general public at large, and in particular, to the plaintiff, Antonio Popola in enabling the defendant Erin Godfrey-Richardson to obtain the use of a truck, an inherently dangerous instrumentality, without investigating the driving record and/or history of the defendant Erin Godfrey-Richardson or "John Doe #2".

6. As a direct and proximate result of the negligence, carelessness and reckless disregard of the defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" and/or "ABC Corporations #1-5" and/or "DEF Corporations 1-5" in permitting the defendant Erin Godfrey-Richardson or "John Doe #2" to possess and operate said truck in the negligent manner described above, the plaintiff, Antonio Popola, was caused to sustain injuries. Upon information and belief, said injuries, or some of them, and the disabling effects resulting therefrom, are permanent in nature. As a further result of said injuries, the plaintiff, Antonio Popola, was required to expend money for medical care and attention, which was administered in an attempt

to cure and/or alleviate said injuries and the disabling effects resulting therefrom, and the plaintiff, Antonio Popola, will, in the future, be required to submit to further medical attention. As a further result of said injuries, the plaintiff, Antonio Popola, has been unable to perform his usual daily tasks and has been prevented from participating in those activities enjoyed by individuals like-situated in life, all of which has prevented the enjoyment of the normal fruits of existence, both socially and economically, and was otherwise damaged.

WHEREFORE, plaintiff, Antonio Popola, demands judgment for money damages against the defendants, Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" and/or "ABC Corporations #1-5" and/or "DEF Corporations 1-5", jointly and severally, plus interest and costs of suit including:

- a. Compensatory damages, trebled;
- b. Punitive damages;
- c. Attorneys' fees;
- d. Costs of suit incurred; and
- e. Such other relief as the Court may deem just and adequate

### **THIRD COUNT**

1. Plaintiffs hereby repeat and reiterate each and every allegation of the previous counts as if the same were set forth herein at length.

2. Upon information and belief and at all times herein before mentioned, the defendants, Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon

Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or “John Doe #1” and/or “ABC Corporations #1-5” and/or “DEF Corporations 1-5” were doing business in the State of New Jersey.

3. At all times hereinafter mentioned, the defendants, Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or “John Doe #1” and/or “ABC Corporations #1-5” and/or “DEF Corporations 1-5” was/were the owners, lessor, lessees and/or were otherwise in control of a certain truck being operated with its/their permission by defendant, Erin Godfrey-Richardson or “John Doe #2”, as its/their agent, servant, and/or employee in which he was operating which truck was proceeding from westbound on Hilltop Boulevard approaching the intersection with Farms Road, in the Township of East Brunswick, County of Middlesex and State of New Jersey and failed to observe the stop sign striking the vehicle in which plaintiff was a passenger, and causing plaintiff’s vehicle to flip over..

4. At all times relevant hereto, defendant Erin Godfrey-Richardson or “John Doe #2” was operating the said motor vehicle of, or on behalf of, the defendants, Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or “John Doe #1” and/or “ABC Corporations #1-5” and/or “DEF Corporations 1-5” in the service of and in the course of his employment with the

defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or “John Doe #1” and/or “ABC Corporations #1-5” and/or “DEF Corporations 1-5”, and thereby at all times herein mentioned, was acting as the agent, servant and/or employee of the said defendant(s) Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or “John Doe #1” and/or “ABC Corporations #1-5” and/or “DEF Corporations 1-5”.

5. As a result of the negligence, carelessness and recklessness of the defendant Erin Godfrey-Richardson or “John Doe #2”, in the operation of said truck while in the course of his employment and in the service of the defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or “John Doe #1” and/or “ABC Corporations #1-5” and/or “DEF Corporations 1-5”, injuries and other damages were caused to the plaintiff, Antonio Popola.

6. As a result of the acts of negligence, carelessness and recklessness of the defendant Erin Godfrey-Richardson or “John Doe #2” as stated above, while in the course of his employment with and in the service of the defendant(s) Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or

Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" and/or "ABC Corporations #1-5" and/or "DEF Corporations 1-5", the said defendant(s) Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" and/or "ABC Corporations #1-5" and/or "DEF Corporations 1-5" is/are liable to the plaintiff for the negligent and reckless acts above stated of their agent, servant and/or employee, the defendant, Erin Godfrey-Richardson or "John Doe #2", under the doctrine of Respondeat Superior and for all personal injuries and other damages herein sustained.

WHEREFORE, plaintiff, Antonio Popola, demands judgment for money damages against the defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics and/or EAN Holdings, LLC and/or TL Transportation, LLC , and/or "John Doe #1" and/or "ABC Corporations #1-5" and/or "DEF Corporations 1-5" jointly and severally, plus interest and costs of suit including:

- a. Compensatory damages, trebled;
- b. Punitive damages;
- c. Attorneys' fees;
- d. Costs of suit incurred; and
- e. Such other relief as the Court may deem just and adequate

**FOURTH COUNT**

**NEGLIGENCE OF THE AMAZON DEFENDANTS**

1. Plaintiffs hereby repeat and reiterate each and every allegation of the previous counts as if the same were set forth herein at length.

2. Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics (hereinafter referred to as “The Amazon defendants”) was/were negligent, grossly negligent and wanton in the following ways:

a. mandating a delivery schedule that was unrealistic such that it forced the drivers to rush to the point it was unsafe and as a practical matter made it impossible to drive safely;

b. negligently managing the safety data that Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics pulled from the apps that monitor the drivers and packages;

c. undertaking to exert a level of control over the method and manner of the package deliveries, but negligently mandating compliance targets that focused on speed and delivery efficiency without giving due consideration to safety of the public; and

d. primarily focusing its energy, time and resources on mandating fast and profitable package delivery while intentionally seeking to offload all legal responsibility for dangerous

situations created by those attempting to meet defendant's(s') unrealistic package-delivery mandates onto shell companies Amazon designed, created, and governed to be a paper target for cases like this one.

3. Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics was/were negligent in the training, supervision, and hiring of defendant Erin Godfrey-Richardson or "John Doe #2". Although these defendants may have set up paperwork to show that defendant Erin Godfrey-Richardson or "John Doe #2" was not their employee, in practice he was actually an employee of Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics. Moreover, the Amazon defendants directly conducted all of the pre-employment screening, supervision and training of Erin Godfrey-Richardson or "John Doe #2".

4. The negligence of the Amazon defendants as a company – separate and apart from that which is premised upon the vicarious responsibility for the actions of defendant, Erin Godfrey-Richardson or "John Doe #2" (driver), concurred as a portion of the proximate cause of the plaintiff's injuries as outlined in the damages section.

5. Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon

Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics were negligent per se.

6. Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics was/were negligent, grossly negligent and wanton because it continually relied on unrealistic algorithms that pushed each driver to complete unrealistic amounts of package deliveries each day. Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics had been presented with numerous pieces of critical information that would have led any responsible or reasonable person to immediately lower the package volume per route. In spite of extensive knowledge of the dangers of its algorithms Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics chose profits over safety and continually pushed the driver's to complete an unsafe amount of package deliveries per day.

7. Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics engaged in negligent, grossly negligent, and wanton behavior when it negligently designed the routes that each driver must take for the day. Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC

and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics failed to consider well-known industry safety concepts again choosing profits over basic safety for its own drivers and the motoring public.

WHEREFORE, plaintiff, Antonio Popola, demands judgment for money damages against the defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics jointly and severally, plus interest and costs of suit including:

- a. Compensatory damages, trebled;
- b. Punitive damages;
- c. Attorneys' fees;
- d. Costs of suit incurred; and
- e. Such other relief as the Court may deem just and adequate

#### **FIFTH COUNT**

**PIERCING THE CORPORATE VEIL, CORPORATE AGENCY, ALTER EGO, AND JOINT VENTURE AMAZON.COM, INC. AND/OR AMAZON.COM, LLC AND/OR AMAZON.COM AND/OR AMAZON AND/OR AMAZON.COM SERVICES, LLC AND/OR AMAZON.COM SERVICES, INC., AND/OR AMAZON FULFILLMENT CENTER AND/OR AMAZON DELIVERY PARTNERS, INC., AND/OR AMAZON SERVICES, LLC AND/OR AMAZON LOGISTICS AND TL TRANSPORTATION LLC**

1. Plaintiffs hereby repeat and reiterate each and every allegation of the previous counts as if the same were set forth herein at length.

2. Defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC

and/or Amazon Logistics contract with TL Transportation LLC provides and Amazon has assumed control over the time, place and manner of the work such that defendant Erin Godfrey-Richardson or “John Doe #2” is deemed the employee of the Amazon defendants. defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics is/are vicariously responsible for the actions of both Erin Godfrey Richardson or “John Doe #2” and TL Transportation LLC.

3. The Amazon defendant(s) Erin Godfrey-Richardson or “John Doe #2” and TL Transportation were all engaged in pursuance of a common plan or common design to commit a tortious act that constituted “concerted action” sufficient to reach the definition of traditional common-law principals of a joint-enterprise and civil conspiracy so as to make them joint tortfeasors subject to joint and several liability for all of plaintiff’s damages. Thus, the act of one is the act of all and all are jointly liable for the negligent and wanton acts of each done in pursuance of the conspiracy.

4. TL Transportation LLC was operating as the corporate agent of the Amazon defendants such that it fell within the traditional definition of an actual or apparent agent of the Amazon defendants.

5. TL Transportation LLC and the Amazon defendants held TL Transportation LLC drivers out to the motoring public and their customers as agents of Amazon. The drivers drive Amazon logo vans, wear Amazon logo uniforms, take pictures of the packages when placed on the porch that are subsequently emailed to the customers from an Amazon account, and never

make any effort to inform the public that the drivers are not Amazon employees or take any other actions to dispel the notion that the drivers are agents of Amazon. Thus, the drivers and the delivery service partners are apparent agents of the Amazon defendants.

6. The Amazon defendants and TL Transporation LLC were abusing the corporate form to the extent that they may each be considered the others corporate alter egos. As such equitable principals should be used to disregard the separate and distinct legal existence possessed by a corporation.

7. The Amazon defendants and TL Transportation LLC have disregarded their corporate forms, and used the TL Transportation LLC as an Amazon made sham corporation used to defeat justice and evade tort responsibilities while siphoning out all profits from the sham company such that piercing the corporate veil of TL Transporation LLC is appropriate under New Jersey law. Piercing the corporate veil leaves the Amazon defendants as the party(ies) vicariously responsible for the actions of both the driver and TL Transporation LLC.

WHEREFORE, plaintiff, Antonio Popola, demands judgment for money damages against the defendants Amazon.com, Inc. and/or Amazon.com, LLC and/or Amazon.com and/or Amazon and/or Amazon.com Services, LLC and/or Amazon.com Services, INC., and/or Amazon Fulfillment Center and/or Amazon Delivery Partners, Inc., and/or Amazon Services, LLC and/or Amazon Logistics jointly and severally, plus interest and costs of suit including:

- a. Compensatory damages, trebled;
- b. Punitive damages;
- c. Attorneys' fees;
- d. Costs of suit incurred; and
- e. Such other relief as the Court may deem just and adequate

**SIXTH COUNT**

1. Plaintiffs hereby repeat and reiterate each and every allegation of the previous counts as if the same were set forth herein at length

2. At all times relevant hereto, the plaintiffs, Antonio Popola and Erin Popola were lawfully married.

3. As a further consequence of the negligence of defendant(s), the marital relationship, society, and consortium of the plaintiffs have been compromised.

WHEREFORE, plaintiff, Erin Popola, demands judgment against the defendant(s) awarding damages, interest, and costs of suit on this Count including:

- a. Compensatory damages, trebled;
- b. Punitive damages;
- c. Attorneys' fees;
- d. Costs of suit incurred; and
- e. Such other relief as the Court may deem just and adequate

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues.

**CERTIFICATION PER R. 4:5-1**

I hereby certify, R. 1:4-4(b) that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding and none are contemplated.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**DESIGNATION OF TRIAL COUNSEL PURSUANT TO RULE 4:25-4**

James M. Curran, of the firm of The Law Office of James M. Curran, attorney for the aforementioned plaintiff is hereby designated as trial counsel in the within matter.

LAW OFFICE OF JAMES M. CURRAN



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JAMES M. CURRAN

DATED: January 19, 2022

MID L 000303-22 01/20/2022 4:37:16 AM Pg 1 of 1 Trans ID: LCV2022229362

MIDDLESEX VICINAGE CIVIL DIVISION  
P O BOX 2633  
56 PATERSON STREET  
NEW BRUNSWICK NJ 08903-2633

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 645-4300  
COURT HOURS 8:30 AM - 4:30 PM

DATE: JANUARY 19, 2022  
RE: POPOLA ANTONIO VS AMAZON.COM, INC  
DOCKET: MID L -000303 22

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS  
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JOSEPH REA

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002  
AT: (732) 645-4300 EXT 88373.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.  
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2.

ATTENTION:

ATT: JAMES M. CURRAN  
JAMES M. CURRAN  
86 WASHINGTON AVENUE  
MILLTOWN NJ 08850

ECOURTS